

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF LEWIS COUNTY, WASHINGTON**

IN RE:

PROFESSIONAL SERVICES)
AGREEMENT BETWEEN LEWIS COUNTY)
MICHAEL J. MC CORMICK, AICP)

RESOLUTION NO. 04 - 167

WHEREAS, the Board of County Commissioners has reviewed a proposed professional services agreement between Lewis County and Michael J. McCormick, AICP, for providing professional services assisting the County in the review of a Industrial Master Planned Development application submitted by the Cardinal FG Company; and


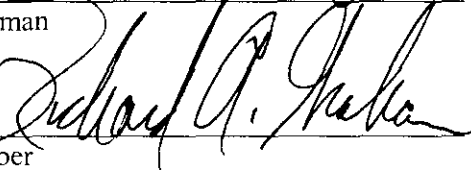
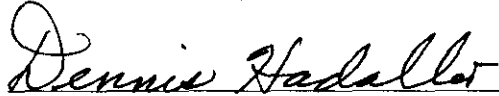
WHEREAS, a scope of work was included in the agreement as Appendix "A" and compensation for said services is included in said scope of work; and

WHEREAS, it appears to be in the best public interest to authorize execution of said Agreement for Lewis County; NOW THEREFORE,

BE IT RESOLVED that the Board of County Commissioners hereby approves the amended Agreement contained herein and authorizes the Chief of Staff to sign the same.

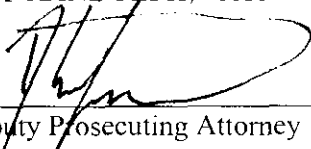
DONE IN OPEN SESSION this 28 day of February 2004.

**BOARD OF COUNTY COMMISSIONERS
LEWIS COUNTY, WASHINGTON**

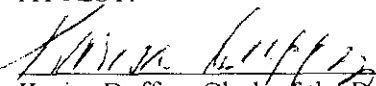

Chairman

Member

Member

APPROVED AS TO FORM:

JEREMY RANDOLPH, Prosecuting Attorney


By: Deputy Prosecuting Attorney

ATTEST:


Karisa Duffey, Clerk of the Board

- seal -

Appendix A

**ATTACHMENT TO RESOLUTION 04- 161
PROFESSIONAL SERVICES AGREEMENT BETWEEN LEWIS COUNTY AND
MICHAEL J. McCORMICK, AICP.**

SCOPE OF WORK: To assist the County in processing and reviewing the Industrial Master Planned Development application submitted by the Cardinal FG Company (Cardinal).

PRIMARY TASKS: To coordinate and facilitate the work of the Planning Division and County staff, working with Cardinal, the State, and other consultants in implementing the Master Planned Development process and reviewing material submitted to the County by the applicant, prior to action before the Board of County Commissioners.

Tasks will include attending meetings in conjunction with the application, providing advice to the County with regards to implementation of the Master Planned Development process, review of application material including SEPA documents, site plans, reports and studies.

PERIOD OF WORK: Work shall begin February 23, 2004 and end December 31, 2004 or whenever the Cardinal proposal goes to the Board for final action, whichever is the earlier. This period may be extended by mutual agreement.

COMPENSATION: The work will be billed at the following rates:

- 1) All work will be billed at the rate of \$125 per hour.
- 2) Travel time will be billed at the rate of \$35 per hour.
- 3) Mileage will be billed at \$ 0.34 per mile.
- 4) All other expenses will be billed at actual cost.
- 5) The County shall not be responsible or liable for any costs incurred in reviewing the Cardinal proposal. Cardinal shall reimburse the County for all expenses per the Memorandum of Understanding signed by Cardinal and the County in Resolution #04-161.

PROFESSIONAL SERVICES AGREEMENT

Between

LEWIS COUNTY

and

MICHAEL J. McCORMICK, AICP

THIS AGREEMENT is made and entered into by and between LEWIS COUNTY and MICHAEL J. McCORMICK, AICP.

IT IS THE PURPOSE OF THIS AGREEMENT to provide Consulting Services to assist the County in processing and reviewing the Industrial Master Planned Development application submitted by the Cardinal FG Company (Cardinal).

THEREFORE, IT IS MUTUALLY AGREED THAT:

Statement of Work

Michael J. McCormick shall furnish the necessary personnel, equipment, material and/or services and otherwise do all things necessary for, or incidental to, the performance of the work set forth in Appendix "A" attached herein.

Period of Performance

Subject to its other provisions, the period of performance of this Agreement shall commence on February 23, 2004 and be completed on December 31, 2004 or whenever the Cardinal proposal goes to the Board for final action, whichever is the earlier, but may be extended by mutual agreement.

Payment

Compensation for the work provided in accordance with this agreement shall be as set forth in Appendix "A". All payment shall be consistent with the Memorandum of Understanding signed by the Board and Cardinal as contained in Resolution #04-112.

Future Non-Allocation of Funds:

If sufficient funds are not appropriated or allocated for payment under this contract for any future fiscal period, the County will not be obligated to make payments for services or amounts incurred after the end of the current calendar year. No penalty or expense shall accrue to the County in the event this provision applies.